



Judge or Division: REX M BURLISON	Case Number: 2022-CC00769	
Plaintiff/Petitioner: CATHERINE LONG	Plaintiff's/Petitioner's Attorney/Address MATTHEW JOSEPH SAUTER 3415 HAMPTON AVENUE ST. LOUIS, MO 631391911	
Defendant/Respondent: LIBERTY MUTUAL FIRE INSURANCE CO	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Breach of Contract		(Date File Stamp)

Summons in Civil Case

The State of Missouri to: LIBERTY MUTUAL FIRE INSURANCE CO

Alias:

DIRECTOR
MISSOURI DIVISION OF INSURANCE
301 WEST HIGH STREET
JEFFERSON CITY, MO 65101

COLE COUNTY, MO

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

July 27, 2020

Date

Thomas Kloppeinger

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to: _____ (name) _____ (title).
- ☐ other: _____.

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____
Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: REX M BURLISON	Case Number: 2022-CC00769	RECEIVED AUG 03 2020 COLE COUNTY SHERIFF'S OFFICE (Date File Stamp)
Plaintiff/Petitioner: CATHERINE LONG	Plaintiff's/Petitioner's Attorney/Address MATTHEW JOSEPH SAUTER 3415 HAMPTON AVENUE ST. LOUIS, MO 631391911	
Defendant/Respondent: LIBERTY MUTUAL FIRE INSURANCE CO	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Breach of Contract		

Summons in Civil Case

The State of Missouri to: LIBERTY MUTUAL FIRE INSURANCE CO Alias: DIRECTOR MISSOURI DIVISION OF INSURANCE 301 WEST HIGH STREET JEFFERSON CITY, MO 65101 COURT SEAL OF CITY OF ST LOUIS	COLE COUNTY, MO You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition. July 27, 2020 Date Further Information:	FILED 22ND JUDICIAL CIRCUIT CLERK'S OFFICE AUG 14 PM 7:13														
Sheriff's or Server's Return Note to serving officer: Summons should be returned to the court within 30 days after the date of issue. I certify that I have served the above summons by: (check one) <input type="checkbox"/> delivering a copy of the summons and a copy of the petition to the defendant/respondent. <input type="checkbox"/> leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent. <input checked="" type="checkbox"/> (for service on a corporation) delivering a copy of the summons and a copy of the complaint to: <u>Debra Lee</u> (name) <u>Designee</u> (title). <input type="checkbox"/> other: _____ Served at <u>301 W High St Jefferson City MO 65101</u> (address) in <u>Cole</u> (County/City of St. Louis), MO, on <u>08-03-2020</u> (date) at <u>9:50 AM</u> (time). Sheriff <u>[Signature]</u> Printed Name of Sheriff or Server By <u>Dep. John Strobel 81</u> Signature of Sheriff or Server Must be sworn before a notary public if not served by an authorized officer: Subscribed and sworn to before me on _____ (date). My commission expires: _____ Date _____ Notary Public _____																
<table border="0"> <tr> <td>Sheriff's Fees, if applicable</td> <td></td> </tr> <tr> <td>Summons</td> <td>\$ _____</td> </tr> <tr> <td>Non Est</td> <td>\$ _____</td> </tr> <tr> <td>Sheriff's Deputy Salary</td> <td></td> </tr> <tr> <td>Supplemental Surcharge</td> <td>\$ 10.00</td> </tr> <tr> <td>Mileage</td> <td>\$ _____ (_____ miles @ \$ _____ per mile)</td> </tr> <tr> <td>Total</td> <td>\$ _____</td> </tr> </table> <p>A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.</p>			Sheriff's Fees, if applicable		Summons	\$ _____	Non Est	\$ _____	Sheriff's Deputy Salary		Supplemental Surcharge	\$ 10.00	Mileage	\$ _____ (_____ miles @ \$ _____ per mile)	Total	\$ _____
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Supplemental Surcharge	\$ 10.00															
Mileage	\$ _____ (_____ miles @ \$ _____ per mile)															
Total	\$ _____															

**IN THE CIRCUIT COURT
TWENTY-SECOND JUDICIAL CIRCUIT
CITY OF ST. LOUIS**

CATHERINE LONG,)	Cause No.:
)	
and)	Division:
)	
ERROLL JONES,)	
)	
and)	
)	
HEZEKIAH SMITH,)	
)	
Plaintiffs,)	
)	
v.)	
)	
LIBERTY MUTUAL INSURANCE COMPANY,)	
Serve: Director)	
Missouri Division of Insurance)	
301 West High Street)	
Jefferson City, MO 65101)	
)	
Defendant.)	

PETITION FOR DAMAGES

COUNT I

Personal Injuries-Catherine Long

COMES NOW Plaintiff Catherine Long, and for Count I of her Petition for Damages against Defendant, states as follows:

1. The accident which is the subject of this lawsuit occurred at Kingshighway and Martin Luther King Boulevard in St. Louis City on April 18, 2019.
2. At said time and place, Plaintiff had a policy of automobile insurance with Defendant, which provided uninsured motorist coverage pursuant to Missouri law.
3. At said time and place, Plaintiff was stopped in southbound traffic on

Kingshighway, when a hit-and-run vehicle made a wide turn onto Kingshighway and hit Plaintiff's vehicle.

4. The driver of the hit-and-run vehicle had no insurance.
5. The driver of the hit-and-run vehicle cannot be identified.
6. The accident was the direct and proximate result of the carelessness and

negligence of the driver of the hit-and-run vehicle in the following respects:

- (a) the driver failed to yield the right-of-way;
- (b) the driver failed to keep a careful lookout;
- (c) the driver was driving at an excessive speed;
- (d) Defendant should have known that there was a reasonable likelihood of collision and had time thereafter to have stopped, swerved, slackened his speed, sounded a warning, slackened his speed and swerved, slackened his speed and sounded a warning, swerved and sounded a warning, but Defendant failed to do so.

7. As a direct and proximate result of the carelessness and negligence of the driver of the hit-and-run vehicle, Plaintiff Catherine Long sustained injuries to her neck, shoulders, and back.

8. As a direct and proximate result of the carelessness and negligence of the hit-and-run driver, Plaintiff incurred medical expenses in the amount of \$8,145.32 and may incur further medical expenses in the future because of such injuries.

9. As a direct and proximate result of the carelessness and negligence of the hit-and-run driver, Plaintiff sustained permanent injury.

10. Plaintiff is entitled to uninsured motorist benefits under Defendant's policy.

11. The driver of the hit-and-run vehicle qualifies as an uninsured motorist under the policy.

12. Plaintiff has submitted a claim for uninsured motorist benefits and made a

demand, but Defendant has failed to make an adequate offer.

13. Defendant is in breach of its insurance contract.

WHEREFORE, Plaintiff prays for judgment against Defendant for all damages to be determined to be available under the policy, not to exceed \$75,000, for interest, for costs, and for such other and further relief as the Court deems just and proper.

COUNT II

Catherine Long-Vexatious Refusal to Pay/Bad Faith **(\$375.420 and 375.296 R.S.Mo.)**

COMES NOW Plaintiff Catherine Long, and for Count II of her Petition against Defendant, states as follows:

1. Defendant made an offer for Catherine Long's uninsured motorist claim totaling \$7,500. The offer is \$645.32 less than the amount of medical expenses incurred by Plaintiff Long.
2. On December 5, 2019, Plaintiff requested that Defendant pay Plaintiff \$7,500, the amount which Defendant thought was due under the policy and allow Plaintiff to litigate any further damages.
3. Defendant has refused to make payment of the amount it already admitted it owes Plaintiff under the policy.
4. Defendant has not provided any explanation for why it has refused to pay what it believes it owes under the policy.
5. Defendant's offer, which is less than the medical expenses is completely inadequate.
6. Defendant's refusal to pay Plaintiff an adequate amount and also its refusal to pay

Plaintiff what Defendant believes it owes Plaintiff under the policy is vexatious and in bad faith under Missouri law.

7. Defendant is refusing to make payment on the \$7,500 offer it has made and allow Plaintiff to litigate any additional damages because it hopes that Plaintiff will become frustrated, ultimately need the money, and thus accept the inadequate offer.

8. Defendant is not treating its insured in good faith.

9. Under Sections 375.296 and 375.420 of the Missouri Revised Statutes, Plaintiff is entitled to damages for vexatious refusal to pay/bad faith.

WHEREFORE, Plaintiff prays for damages for vexatious refusal to pay, for all damages recoverable under Section 375.296, for interest, penalties, and attorney fees, for costs, and for such other and further relief as the Court deems just and proper.

COUNT III

Personal Injuries-Erroll Jones

COMES NOW Plaintiff Erroll Jones, and for Count III of his Petition for Damages against Defendant, States as follows:

1. Plaintiff realleges and incorporates herein by reference the allegations of Counts I and II.

2. As a direct and proximate result of the carelessness and negligence of the uninsured motorist, Plaintiff sustained injuries to his neck, back, and head.

3. As a direct and proximate result of the carelessness and negligence of Defendant, Plaintiff incurred medical expenses totaling \$9,308.51 and may incur further medical expenses in

the future because of such injuries.

4. As a direct and proximate result of the carelessness and negligence of the uninsured motorist, Plaintiff sustained permanent injury.

5. Plaintiff has made demand under the uninsured motorist portion of the policy, but Defendant has refused to make an adequate offer.

6. Defendant is in breach of its insurance contract.

WHEREFORE, Plaintiff Erroll Jones prays for judgment against Defendant for all damages determined to be available under the policy, not to exceed \$75,000, for interest, for costs, and for such other and further relief as the Court deems just and proper.

COUNT IV

Erroll Jones-Vexatious Refusal to Pay/Bad Faith **(\$375.420 and 375.296 R.S.Mo.)**

COMES NOW Plaintiff Erroll Jones, and for Count IV of his Petition against Defendant, states as follows:

1. Plaintiff realleges and incorporates herein by reference the allegations of Counts I, II, and III.

2. Defendant made an offer for Mr. Jones' uninsured motorist claim totaling \$7,300. The offer is \$1,653 less than the amount of medical expenses incurred by Plaintiff Jones.

3. On December 5, 2019, Plaintiff requested that Defendant pay Plaintiff \$7,300, the amount which Defendant thought was due under the policy and allow Plaintiff to litigate any further damages.

4. Defendant has refused to make payment of the amount it already admitted it owes

Plaintiff under the policy.

5. Defendant has not provided any explanation for why it has refused to pay what it believes it owes under the policy.

6. Defendant's offer, which is significantly less than the medical expenses, is completely inadequate.

7. Defendant's refusal to pay Plaintiff an adequate amount and also its refusal to pay Plaintiff what Defendant believes it owes Plaintiff under the policy is vexatious and in bad faith under Missouri law.

8. Defendant is refusing to make payment on the \$7,300 offer it has made and allow Plaintiff to litigate any additional damages because it hopes that Plaintiff will become frustrated, ultimately need the money, and thus accept the inadequate offer.

9. Defendant is not treating its insured in good faith.

10. Under Sections 375.296 and 375.420 of the Missouri Revised Statutes, Plaintiff is entitled to damages for vexatious refusal to pay/bad faith.

WHEREFORE, Plaintiff prays for damages for vexatious refusal to pay, for all damages recoverable under Section 375.296, for interest, penalties, and attorney fees, for costs, and for such other and further relief as the Court deems just and proper.

COUNT V

Personal Injuries-Hezekiah Smith

COMES NOW Plaintiff Hezekiah Smith, and for Count V of his Petition for Damages against Defendant, states as follows:

1. Plaintiff realleges and incorporates herein by reference the allegations of Counts I, II, III, and IV.

2. As a direct and proximate result of the carelessness and negligence of the uninsured motorist, Plaintiff sustained injuries to his neck and back.

3. As a direct and proximate result of the carelessness and negligence of the uninsured motorist, Plaintiff incurred medical expenses totaling \$5,861.25.

4. As a direct and proximate result of the carelessness and negligence of the uninsured motorist, Plaintiff sustained wage loss in the amount of \$500.

5. As a direct and proximate result of the carelessness and negligence of the uninsured motorist, Plaintiff has sustained serious and permanent injury to his spine.

6. Plaintiff has made demand on Defendant for payment under the uninsured motorist coverage of the policy, but Defendant has failed and refused to make an adequate offer.

7. Defendant is in breach of contract.

WHEREFORE, Plaintiff Hezekiah Smith prays for judgment against Defendant for all damages determined to be recoverable under the policy, not to exceed \$75,000, for costs, for interest, and for such other and further relief as the Court deems just and proper.

COUNT VI

Hezekiah Smith-Vexatious Refusal to Pay/Bad Faith **(§375.420 and 375.296 R.S.Mo.)**

COMES NOW Plaintiff Hezekiah Smith, and for Count VI of his Petition for Damages against Defendant, states as follows:

1. Plaintiff Hezekiah Smith realleges and incorporates herein by reference the

allegations of Counts I, II, III, IV, and V.

2. Defendant made an offer for Mr. Smith's uninsured motorist claim totaling \$6,485.31. The offer only covers the medical expenses and lost wages incurred by Plaintiff Smith.

3. On December 5, 2019, Plaintiff requested that Defendant pay Plaintiff \$6,481.31, the amount which Defendant thought was due under the policy and allow Plaintiff to litigate any further damages.

4. Defendant has refused to make payment of the amount it already admitted it owes Plaintiff under the policy.

5. Defendant has not provided any explanation for why it has refused to pay what it believes it owes under the policy.

6. Defendant's offer, which is less than the medical expenses, is completely inadequate.

7. Defendant's refusal to pay Plaintiff an adequate amount and also its refusal to pay Plaintiff what Defendant believes it owes Plaintiff under the policy is vexatious and in bad faith under Missouri law.

8. Defendant is refusing to make payment on the \$6,485.31 offer it has made and allow Plaintiff to litigate any additional damages because it hopes that Plaintiff will become frustrated, ultimately need the money, and thus accept the inadequate offer.

8. Defendant is not treating its insured in good faith.

9. Under Sections 375.296 and 375.420 of the Missouri Revised Statutes, Plaintiff is entitled to damages for vexatious refusal to pay/bad faith.

WHEREFORE, Plaintiff prays for damages for vexatious refusal to pay, for all damages recoverable under Section 375.296, for interest, penalties, and attorney fees, for costs, and for such other and further relief as the Court deems just and proper.

SAUTER • SULLIVAN • LLC

By:/s/Matthew J. Sauter
Matthew J. Sauter, #40645
Attorney for Plaintiff
3415 Hampton Avenue
St. Louis, MO 63139
Telephone: (314) 768-6800
Facsimile: (314) 781-2726
E-mail: msauter@ss-law.net